



# President Container Group

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January 30, 2003

## OVERNIGHT MAIL



Mr. Seth Ausubel  
Remedial Project Manager  
United States Environmental Protection Agency  
Region II  
Emergency and Remedial Response Division  
290 Broadway, 19<sup>th</sup> Floor  
New York, NY 10007-1866

Re: President Container Corporation's Response to EPA's Request for Information  
Regarding the Berry's Creek Study Area

Dear Mr. Ausubel:

This letter responds to the October 17, 2002 Request for Information ("Request") submitted by the United States Environmental Protection Agency ("EPA") to President Container Corporation ("President"). The Request seeks information pertaining to the Berry's Creek Study Area ("Study Area") in Bergen County, New Jersey, and a facility located at 200 West Commercial Avenue in Moonachie, New Jersey (the "Facility"). President requested and was granted by Clay Monroe of the Office of Regional Counsel an extension until January 31, 2003 to respond to the Request.

### General Objections

President asserts the following general objections to the Request.

**Time for Response.** President objects to the time allowed by EPA to respond to the Request, as such time is insufficient, given the breadth of the questions, the volume of documents that must be searched, and the extended time period for which information is sought.

**The Request is Overly Broad and Unduly Burdensome.** President objects to the Request because the scope of the Request is so overbroad and burdensome that it simply cannot be justified. First, the Request calls for information that is not related to the Study Area or the Facility. Second, the Request seeks information regarding activities at a level of detail that is impossible to provide without extreme burden, if at all. The activities that are the subject of the Request may have taken place ten, twenty or more years ago. Many of the individuals who may



have limited knowledge regarding some of the activities to which the Request refers are no longer – or were never – employed by President. Those individuals who are currently employed by President do not have knowledge at the level of detail requested. Third, the Request is not limited to a specific time frame and is therefore completely overbroad. For example, it is impossible for President to recount each and every activity and each and every material used at the Facility for an undefined period of time. Fourth, much of the information sought by the EPA is duplicative of information already in EPA's possession, custody and/or control and, to that extent, is burdensome. The Berry's Creek Study Area has been the subject of investigation by EPA for a significant period of time.

**Privileged Information.** President further objects to the Request to the extent it seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the joint defense privilege and any other legally cognizable privilege.

**The Request Exceeds the Scope of EPA's Authority.** In several respects, the Request exceeds the scope of EPA's authority granted under Section 104(e). Specifically, to the extent that the Request seeks information not related to the hazardous substances that are alleged to be connected with the Study Area, seeks information concerning operations at a facility other than the Facility without regard to whether such activities are relevant to the Study Area, seeks information pertaining to corporate structure relating to entities without any connection to the Study Area, and seeks a certification as related to this response, the Request is overly broad and exceeds EPA's authority under Section 104(e).

### **Objections to Definitions**

President further submits the following objections to the Definitions contained in the Request.

**"The Company" and "Your Company."** This definition is overly broad because of the requirement to identify each "subsidiary or affiliate," the "name(s) and address(es) of each such entity's President, Chairman of the Board, and Chief Executive Officer," as well as "the state and date of incorporation and the agent for service of process" for each such entity regardless of whether the subsidiary, division or branch had any relationship with the Study Area or Site. President responds to the questions below for the Facility, as defined above.

**"Waste" or "Wastes."** This definition is overly broad, vague and ambiguous and exceeds the scope of material regulated pursuant to CERCLA. Further, the definition is objectionable as a compound statement from which an affirmative response as to one characteristic or component of the definition might be construed to include all such characteristics or components. In responding to EPA's Request, President reserves all arguments concerning the nature of the material used by President.

**"Industrial Waste."** This definition is overly broad, vague and ambiguous and calls for speculation. Further, the definition is objectionable as a compound statement from which an

affirmative response as to one characteristic or component of the definition might be construed to include all such characteristics or components. In responding to EPA's Request, President expressly reserves all arguments concerning the nature of the material used by it.

### Response to the Request

1. a. State the correct legal name and mailing address of your Company.

*President Container Inc.  
200 West Commercial Avenue  
Moonachie, New Jersey 07074*

- b. Identify the legal status of your Company (corporation, partnership, sole proprietorship, specify if other) and the state in which your Company was organized or formed.

*President Container Inc. is an S corporation formed in the State of New York.*

- c. State the name(s) and address(es) of the President, Chairman of the Board, and the Chief Executive Officer of your Company.

The Chairman of the Board and President is:

*Mr. Marvin Grossbard  
200 West Commercial Avenue  
Moonachie, New Jersey 07074*

The Chief Executive Officer is:

*Mr. Larry Grossbard  
200 West Commercial Avenue  
Moonachie, New Jersey 07074*

- d. If your Company is a subsidiary or affiliate of another corporation, or has subsidiaries, identify each such entity and its relationship to your Company, and state the name(s) and address(es) of each such entity's President, Chairman of the Board, and Chief Executive Officer.

*Not applicable.*

- e. Identify the state and date of incorporation and the agent for service of process in the state of incorporation and in the State of New Jersey for your Company and for each entity identified in your response to question 1.d., above.

*President Container Inc. was incorporated in New York on May 16, 1955. Any service of process should be directed to Mr. Marvin Grossbard.*

- f. If your Company is a successor to, or has been succeeded by another entity, identify such other entity and provide the same information requested in question 1.e., above.

*Not applicable.*

2. Provide a description of the Site, i.e. the property or properties in Moonachie, Bergen County, New Jersey, which your Company owned or owns, or upon which it operated or leased, or currently operates or leases. Include Block and Lot numbers, names of streets or physical features bounding the property(ies), and acreage.

*President specifically objects to this question to the extent it seeks information regarding facility that has no relation to the Site, as defined in the Request, or the Facility. Subject to and without waiving its objections, President responds as follows:*

*President Container is located on Block 64.02, Lots 1 & 2. The nearest cross streets to the property are Caesar Place and Gotham Parkway.*

3. Provide a narrative description of the nature of the Company's business. If the nature of the Company's business changed over time, please explain how it changed, (including any name changes) and approximately when the changes occurred.

*President specifically objects to this question to the extent it seeks information regarding any aspect of President's business that is unrelated to operations at the Facility. Subject to and without waiving its objections, President responds that it is a manufacturer of corrugated sheets and corrugated boxes, displays and point of purchase packaging (sometimes referred to as off the shelf packaging). When President commenced operations in 1964, President manufactured corrugated sheet and shipping containers. Within about the past five to seven years, President began to also manufacture the displays and point of purchase packaging.*

4. Please specify the time period during which the Company leased, owned, and/or operated the Site. If the Company leased, owned or operated at portions of the Site, specify the time periods of such involvement, and appropriate block and lot numbers. If your Company ever leased the Site, provide copies of leases, names, current addresses and telephone numbers of each owner of the Site during the period the Company leased the Site.

*President specifically objects to this question as overbroad and beyond the permissible scope of inquiry under Section 104(e). Subject to and without waiving its objections, President responds as follows:*

*President leased the site from JillDarvy Realty Corporation (JillDarvy) since President commenced operations in 1966 to the present. The owners of JillDarvy were Marvin Grossbard and George Grossbard from 1966 until August 31, 1997. The current owners of JillDarvy are Mr. Marvin Grossbard, Mr. Larry Grossbard, Mr. Richard Grossbard, and Mr. Harvey Grossbard. A copy of the only written lease between President and Jilldarvy is attached as Exhibit A.*

5. Describe the Site at the time the Company took possession of it. If there was any business at the Site, explain the nature of that business.

*President specifically objects to this question as overbroad and beyond the permissible scope of inquiry under Section 104(e). Subject to and without waiving its objections, see response to question 4.*

*The site was vacant when JillDarvy commenced construction of the improvements on or about 1963. President commenced operations at the Site in 1964.*

6. Describe in detail the nature of the relationship between the Company and each of the following entities: (1) President Container, Inc.; (2) Jilldarvy Realty Corp. Indicate the time and manner in which the relationships were established. Specifically address the relationships as pertaining to any current or past operations or ownerships at the Site.

*See response to question 4 above.*

7. Describe in detail the nature of the activities conducted by the Company at the Site from the time the Company began operations at the Site until the present time, including:
- the services performed at the Site;
  - all products which the Company manufactured, supplied, or sold which resulted from activities at the Site;
  - research and development activities; and
  - the time period during which those activities occurred.

*President specifically objects to this question as overbroad and beyond the permissible scope of inquiry under Section 104(e). Subject to and without waiving its objections, President responds as follows:*

*See response to Question No. 3 above.*

8. Did your Company cease operations at the Site? If so, when? Describe the circumstances that precipitated your Company's decision to cease operations at the Site.

*President specifically objects to this question as overbroad and beyond the permissible scope of inquiry under Section 104(e). Subject to and without waiving its objections, President responds that it has not ceased operations at the Site.*

9. Did your company generate hazardous wastes at the Site, or does your company currently do so? Please describe your company's treatment, storage and/or disposal practices for any hazardous wastes generated at the Site.

*President specifically objects to this question as overbroad and beyond the permissible scope of inquiry under Section 104(e). Subject to and without waiving its objections, President responds as follows:*

*According to searches on the NJDEP and EPA databases, as well as review of the records at President, there are no records that the Facility ever generated hazardous waste. The manifest section of the NJDEP had records going back to 1996. After inspecting the site and review of President's files, the Facility had no records of any hazardous disposal pre-1996. (See Exhibits B and C)*

10. Provide a list of all local, state and federal environmental permits ever granted for the Site or any part thereof (e.g., RCRA permits, NPDES permits, etc.)

*President specifically objects to this question to the extent it seeks information regarding each and every environmental permit that was ever granted to the Facility. Such a request is overly broad and unduly burdensome given the unlimited time frame for which information is sought. Subject to and without waiving its objections, President responds as follows:*

*A list of permits relevant to President is as follows*

*Bergen County Utility Authority – Industrial Waste Water Discharge Permit  
Noncategorical – Company I.D. 0164*

*NJDEP – Air Permits-Facility ID# 00388- Generator – PCP 000001  
Dust Collector -PCP 98001*

*SPCC Plan – Registration #43432 - General Permit – NJ0088315*

11. List all hazardous substances (as defined in the "Instructions"), which were, or are, used, stored, or handled at the Site.

*President specifically objects to this question to the extent it seeks information regarding each and every hazardous substance that was or is currently used at the Facility. Such a request is overly broad and unduly burdensome given the unlimited time frame for which information is sought. Subject to and without waiving its objections, the only hazardous substances used,*

stored or handled at the site are sodium hydroxide and sulfuric acid. (40 CFR CERCLA Table 302.4)

12. State when and where each substance identified in your response to Question 11 was, or is, used, stored, or handled at the Site and the volume of each substance.

*President specifically objects to this question to the extent it seeks information regarding each and every hazardous substance that was or is currently used at the Facility. Such a request is overly broad and unduly burdensome given the unlimited time frame for which information is sought. President further objects to this question to the extent it seeks information at a level of detail that is impossible to provide for information regarding past operations.*

*a. Sodium hydroxide – is currently being stored on-site in a 2,000 gallon above ground storage tank located in the water treatment area of the Facility. The sodium hydroxide is currently being utilized to make a starch based adhesive.*

*b. Sulfuric acid –is stored in limited quantities on the site (approximately 1-quart). The sulfuric acid is used for testing a procedure involving the water treatment activities*

13. Describe in detail how and where the hazardous wastes, industrial wastes, and hazardous substances generated, handled, treated, and stored at the Site were, or are, disposed of. If any hazardous wastes, hazardous substances, or industrial wastes were, or are, taken off site for disposal or treatment, state the names and addresses of the transporters and the disposal facility used.

*President specifically objects to this question to the extent it seeks information regarding the disposal method, transporters, and disposal facility of all wastes generated at the Facility. Such a request is overly broad and unduly burdensome given the unlimited time frame for which information is sought. President further objects to this question to the extent it seeks information at a level of detail that is impossible to provide for information regarding past operations.*

*President Container Corporation does not generate, handle, treat or store hazardous waste.*

*The Site does not currently have an EPA identification number, which is required to ship hazardous waste off site, except for a Conditionally Exempt Small Quantity Generator (CESQG). A search on The NJDEP Division of Solid and Hazardous Waste revealed that no hazardous waste was shipped from the Site during the years of 1996 through 2002. Furthermore, the query results from the USEPA Envirofacts Data Warehouse regarding hazardous waste showed that the Site was not a hazardous waste generator. (See Exhibits B and C)*

#### Industrial Waste

*The blowdown water from the boiler is cooled by injecting cold water before the blow down water goes into the blow down tank. When the water in the tank reaches a certain level, the water is pumped directly into the sanitary sewer.*

*A dewatering process produces filter cake which is disposed of in a solid waste container. Waste Management provides the dumpster services. Water is used to clean the ink off of equipment. The wastewater is pumped into pits and treated. The water is discharged into the sanitary sewer. The solids are stored in drums outside and also disposed of in the solid waste container provided by Waste Management.*

*Offsite disposal of a corn starch sludge occurs periodically. The corn starch sludge is non-hazardous and it shipped as non-DOT, non-RCRA waste with a New Jersey waste designation of ID27 (Nonhazardous waste). There is documentation for two shipments of the non-hazardous corn starch sludge. (See Exhibits D and E) On June 17, 1997, the corn starch sludge was taken to S&W Waste, 115 Jacobus Avenue, South Kearny New Jersey 07012. The transporter was American Tank. Three containers of non-regulated New Jersey Waste Number ID 27 were disposed of. In addition, offsite disposal of cornstarch occurred on October 15, 1998. The waste was taken to Cycle-Chem, Inc., 217 South First Street, Elizabeth, NJ 07206. The transporter was Clean Venture, Inc., 201 South First Street, Elizabeth, NJ 07206. There were 5 drums with an approximate weight of 2,500 pounds disposed of. The waste was shipped as non-DOT, non-RCRA with a New Jersey waste number ID72.*

14. Who determined, or determines, where to treat, store, and/or dispose of the hazardous substances and/or hazardous wastes handled at the Site? Provide the names and current or last known addresses of any entities or individuals which made such determination.

*President specifically objects to this question to the extent it seeks information regarding each and every person or entity that determined the location for treatment, storage and disposal of hazardous substances and hazardous wastes, as such a request is overly broad and unduly burdensome, especially given the unlimited time frame for which information is sought. Subject to and without waiving its objections, President states that Joseph Restifo, currently Vice President of Manufacturing makes such determinations for the Facility.*

15. Describe in detail the remedial activities conducted at the Site under CERCLA, the Resource Conservation and Recovery Act (RCRA), and/or laws of the State of New Jersey. Describe your Company's involvement in the remedial activities.

*There have been no remedial activities at the Facility.*

16. Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred, or are occurring, at or from the Site. Specifically identify and address any leaks, spills, or releases to the Berry's Creek Study Area. Identify:
- a. when such releases occurred;
  - b. how the releases occurred;



- c. the amount of each hazardous substances, pollutants, or contaminants so released (for substances contained in any sewage effluent from the Site, provide discharge monitoring reports or other data indicating discharge concentrations and loads, as available);
- d. where such releases occurred;
- e. where such releases entered the Berry's Creek Study Area, if applicable; and
- f. the pathway by which such releases entered the Berry's Creek Study Area, including any storm sewers, pipes, or other conveyances discharging to a water body or wetland; or via surface runoff, groundwater discharge, or any spills, leaks, or disposal activities.

*President specifically objects to this question to the extent it seeks information regarding each and every leak, spill or release, as such a request is overly broad and unduly burdensome, especially given the unlimited time frame for which information is sought. Subject to and without waiving its objections, President responds as follows:*

- a. *Discharges allegedly were discovered on December 11, 2001 during a NJDEP facility inspection.*
- b. *Discharges allegedly occurred due to the use of sump pumps in the maintenance and boiler areas that allegedly discharged onto the parking lot. A slop sink, water softener blow-down tank, compressor blow-down lines, and industrial wastewater treatment system bypass lines were also noted as discharging to the outside of the facility.*
- c. *There was no evidence of a release of hazardous substances to the environment. Further, because all of the systems identified in (b) operate intermittently the amount of hazardous substances, pollutants, or contaminants discharged, if any, cannot be determined.*
- d. *The alleged discharges occurred on the 200 West Commercial Avenue, Moonachie, NJ property that is operated by President Container. Specific areas where discharges allegedly were noticed are the truck maintenance bay, the paved area along the back fence, the area behind the boiler room, and the area behind the compressor room. As per President's letter to the NJDEP dated December 12, 2001, President explained that some materials had accumulated but did not discharge and other areas were immediately addressed. In addition, President has prepared and implemented a Stormwater Pollution Prevention Plan and a Spill Containment and Countermeasures Plan/Discharge Cleanup and Removal Plan at the Moonachie facility.*
- e. *There was no evidence of a release of hazardous substances to the environment, including the Berry Creek Study Area. Further, because all of the systems identified in (b) operate intermittently the amount of hazardous substances, pollutants, or contaminants discharged, if any, cannot be determined.*
- f. *There was no documented pathway by which a release from President entered the Berry's Creek Study Area.*

17. Please complete the form on page 5, below. Indicate on the form whether each of the chemicals listed has ever been released from the Site to the Berry's Creek Study Area,

including creeks, ditches, or other water bodies, or wetlands. Follow all additional instructions on the form. In addition, please answer Question 16, above, specifically addressing any chemicals for which you answered "yes".

*There is no evidence that any of the chemicals on the page 5 list have ever been released from the Facility to the Berry's Creek Study Area. Although NJDEP noticed during its December 11, 2002 inspection, there were "petroleum products observed around the maintenance area sump"; no testing or sampling has ever been performed so there is no basis to conclude that there has been any release of these petroleum products from the maintenance sump to the Berry's Creek Study Area". Nor is there any evidence that there were any significant quantity of petroleum products in the sump. Further, petroleum products are not subject to CERCLA.*

18. Identify all companies, firms, facility, and individuals (hereafter referred to as "customers") from whom your Company obtained, or obtains, materials containing Industrial Waste as defined in Number 6 of the Definitions and whose Industrial Waste was, or is, treated, stored, handled or disposed of at the Site. For each such customer:
- Describe the relationship (the nature of services rendered and products purchased or sold) between your Company and the customer;
  - Provide Copies of any agreements or/and contracts between your Company and the customer,
  - Provide the name and address of each customer who sent such materials, including contact person(s) within said customer;
  - Provide shipping and transaction records pertaining to such Industrial Wastes sent by each customer, including but not limited to invoices, delivery receipts, receipt; acknowledging payment, ledgers reflecting receipt of payment, bills of lading; weight tickets, and purchase orders; and
  - Provide the name and address of all companies and individuals that transported, or transport, Industrial Wastes to the Site.

*President responds that it never obtained materials containing Industrial Waste nor did it ever treat, store, handle or disposed of such waste at the Facility.*

19. For each customers' Industrial Wastes handled, treated, stored, or disposed of at the Site, describe:
- the volume;
  - the nature;
  - chemical composition;
  - color;
  - smell;
  - physical state (e.g., solid, liquid);

- vii. any other distinctive characteristics; and
- viii. the years during which each customer's materials were handled, treated, stored, or disposed of at the Site.

*See response to question 18 above.*

20. Please supply any additional information or documents that may be relevant or useful to identify other companies or sources that sent industrial wastes to the Site.

*President responds that no other companies every sent industrial waste to the Site. Therefore, there is no relevant information or documents.*

21. Please state the name, title and address of each individual who assisted or was consulted in the preparation of your response to this Request for Information and correlate each individual to the question on which he or she was consulted.

*Environmental Waste Management Associates, LLC  
100 Misty Lane  
Parsippany, NJ 07054*

*Craig Gorczyca, CHMM, Director of Operations & Waste Management Services  
(Questions 9, 11, 12, 13, 18, 19, 20, 21 and 22)*

*Chris Martel  
(Questions 10, 14, 15, 16, 17 and 22)*

*Paul V. Schatz, CPG, Director of SA-RI Services  
(EWMA - General Consulting)*

*Mr. Ramsfelder - President Container Corporation  
(Questions 9 and 12)*

*Marvin Berger, Vice President - President Container Corporation  
(Questions 1, 2, 3, 4, 5, 6, 7, 9, and 13)*

22. For each question herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the question and provide true and accurate copies of all such documents.

*Response:*

*Exhibits*

*A – Lease between President and Jill Darvy*

*B - EPA Envirofacts Multisystem, Internet database (Question 9)*

*C - New Jersey DEP/DSHW Manifest Search (1996-2002) (Question 9)*

*D – July 17, 1997 Non-hazardous Solid Waste Manifest*

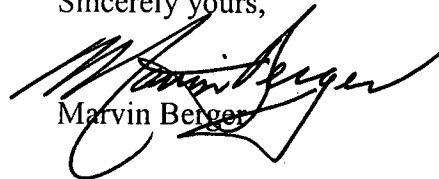
*E – October 16, 1998 Non-hazardous Solid Waste Manifest*

*F - NJDEP NOV Letter Dated October 4, 2001*

*G - NJDEP NOV Letter Dated December 11, 2001*

*H - President Container correspondence to the NJDEP, Dated December 12, 2001*

Sincerely yours,

A handwritten signature in black ink, appearing to read "Marvin Berger", is written over the typed name.

Marvin Berger

cc: Clay Monroe, Esq. (with enclosures)  
Ellen Radow Sadat, Esq.  
Mr. Paul V. Schatz

# Request for Information Regarding Chemical Releases to the Berry's Creek Study Area

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Instructions: As instructed in Question 17, please complete this form by marking the appropriate spaces. Indicate whether each of the chemicals listed has ever been released from the Site to the Berry's Creek Study Area, including creeks, ditches, or other water bodies, or wetlands. Follow additional instructions below. Return the completed form along with your other responses to the Request for Information in the Matter of the Berry's Creek Study Area, Bergen County, New Jersey. N/A signifies no information available.

	Yes	No	N/A
Acenaphthene		x	
acenaphthylene		x	
anthracene		x	
aluminum		x	
antimony		x	
arsenic		x	
benz(a)anthracene		x	
benzene		x	
benzo(a)pyrene		x	
benzo(b)fluoranthene		x	
benzo(g,h,i)perylene		x	
benzo(k)fluoranthene		x	
bis(2-ethylhexyl)phthalate		x	
butyl benzyl phthalate		x	
cadmium		x	
chlorinated dibenzo-p-dioxins (if "yes", please list specific dioxin compounds on a separate sheet)		x	
chlorinated dibenzofurans (if "yes", please list specific compounds on a separate sheet)		x	
chlorobenzene		x	
chloroform		x	
chromium		x	
chrysene		x	
copper		x	
cyanide		x	
dibenz(a,h)anthracene		x	
dichlorobenzene		x	
1,2-dichloroethene		x	
di-n-butyl phthalate		x	
1,2-dichlorobenzene		x	
di-n-butyl phthalate		x	
1,2-dichlorobenzene		x	
1,2-dichloroethane		x	
dieldrin		x	
di-n-octyl phthalate		x	
dieldrin		x	
di-n-octyl phthalate		x	
ethylbenzene		x	
fluoranthene		x	

	Yes	No	N/A
fluorene		x	
hexachlorobenzene		x	
indeno(1,2,3-cd)pyrene		x	
lead		x	
manganese		x	
mercury		x	
methylene chloride		x	
methyl ethyl ketone		x	
methyl mercury		x	
2-methylnaphthalene		x	
naphthalene		x	
nickel		x	
pentachlorophenol		x	
petroleum hydrocarbons		x	
phenanthrene		x	
phenol		x	
polychlorinated biphenyls (if "yes" please list specific congeners and aroclors on a separate sheet)		x	
polycyclic aromatic hydrocarbons (if "yes", please list specific compounds on a separate sheet, if not, listed on this page)		x	
pyrene		x	
selenium		x	
silver		x	
1,1,2,2-tetrachloroethane		x	
tetrachloroethylene		x	
thallium		x	
toluene		x	
1,2-trans dichloroethylene		x	
tetrachloroethylene		x	
thallium		x	
toluene		x	
1,2-trans dichloroethylene		x	
1,1,1-trichloroethane		x	
trichloroethylene		x	
vinyl chloride		x	
xylene		x	
zinc		x	

Marvin Berger

Name of person completing form

President Container Corp. 200 West Commercial Avenue, Moonachie, NJ

Company

Site (as defined in the "Instructions")

*Exhibit A – Lease Agreement Between  
Jilldarvy Realty Corporation and President Container, Inc.*

# This Lease Agreement

is made ~~off~~ as of November 1, 1978,  
BETWEEN

JILLDARVY REALTY CORPORATION

whose address is 200 West Commercial Avenue  
Moonachie, New Jersey 07074

herein designated as the "Landlord,"  
AND

PRESIDENT CONTAINER, INC.

whose address is 200 West Commercial Avenue  
Moonachie, New Jersey 07074

herein designated as the "Tenant."

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

200 West Commercial Avenue, Moonachie, New Jersey, also known  
as Lots 1 and 2 in Block 64A on the Tax Map of the Borough of Moonachie

2. **Term.** For a term of Fifty (50) years commencing on November 1, 1978, and  
ending on October 31, 2028

3. **Use.** To be used and occupied ~~only and for no other purpose than~~ for any lawful purpose  
The Tenant shall not, and will not allow others, to occupy or use the leased premises or any part thereof for any  
purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on  
account of fire or other casualty.

\*\$4,000.00 per annum plus \$.40 per square foot.

4. **Rent.** The Tenant agrees to pay \$ 4,000.00 as rent, to be paid as  
~~follows: \$ per month, due on the day of each month. The first~~  
~~payment of rent and any security deposit is due upon the signing of the Lease by the Tenant. The Tenant must pay a~~  
~~late charge of \$ as additional rent for each payment that is more than 10 days late. This late charge is~~  
~~due with the monthly rent payment. The Tenant must also pay a fee of \$25.00 as additional rent for any dishonored~~  
~~check. on an annual basis, specifically, rent shall be paid the 1st day of each year.~~  
Additionally, if the Tenant places a building on the premises, the rent shall be \*

5. **Repairs and Care.** The Tenant has examined the premises and has entered into this Lease without any  
representation on the part of the Landlord as to the condition thereof. The Tenant shall take good care of the premises  
and shall at the Tenant's own cost and expense, make all repairs, including painting, decorating, and shall maintain the  
premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the  
rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements  
not resulting from the neglect or fault of the Tenant, excepted. The Tenant shall neither encumber nor obstruct the  
sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clean condition,  
free from debris, trash, refuse, snow and ice.

6. **Alterations and Improvements.** No alterations, additions or improvements shall be made, and no climate  
regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment,  
apparatus and fixtures, shall be installed in or attached to the leased premises, without the written consent of the  
Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the said  
premises, shall belong to and become the property of the Landlord and shall be surrendered with the premises and as  
part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

7. **Signs.** The Tenant shall not place nor allow to be placed any signs, upon, in or about the said premises, except as  
may be consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or  
representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or  
improvements in or upon said premises or any part thereof, they may be so removed, but shall be replaced at the  
Landlord's expense when the said repairs, alterations or improvements shall have been completed. Any signs  
permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations  
applicable thereto.

8. **Utilities.** The Tenant shall pay when due all the rents or charges for water or other utilities used by the Tenant,  
which are or may be assessed or imposed upon the leased premises or charged to the Landlord by the suppliers thereof  
during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent  
with the installment of rent next due or within 30 days of demand therefor, whichever occurs sooner.

9. **Compliance with Laws etc.** The Tenant shall promptly comply with all laws, ordinances, rules, regulations,  
requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and



affecting the said premises, their use and occupancy, and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

**10. Assignment.** The Tenant shall not, without the written consent of the Landlord, assign, mortgage or hypothecate this Lease, nor sublet or sublease the premises or any part thereof.

**11. Liability Insurance.** The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises for injuries to any persons, for limits of not less than \$ 50,000.00 for property damage, \$ 250,000.00 for injuries to one person and \$ 500,000.00 for injuries to more than one person, in any one accident or occurrence. The insurance policies shall be with companies authorized to do business in this State and shall be delivered to the Landlord, together with proof of payment, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant shall enter in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor.

**12. Indemnification.** The Tenant also agrees to and shall hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy or business of the Tenant.

**13. Mortgage Priority.** This Lease shall not be a lien against the said premises with respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgages shall have preference and be superior and prior in lien to this Lease, irrespective of the date of recording. The Tenant agrees to execute any instruments, without cost, which may be deemed necessary, to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a violation and shall entitle the Landlord to cancel this Lease.

**14. Condemnation Eminent Domain.** If any portion of the premises of which the leased premises are a part shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this Lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing. The Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. All rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises of any portion thereof. The Tenant agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant shall repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

**15. Fire and Other Casualty.** In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises are so substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenantable by the Landlord. However, if, in the opinion of the Landlord, the premises are so substantially damaged that the Landlord decides not to rebuild, then the rent shall be paid up to the time of such destruction and thenceforth this Lease shall come to an end. However, the provisions of this clause shall not become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

**16. Reimbursement of Landlord.** If the Tenant shall fail or refuse to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts shall be payable on demand to the Landlord. This remedy shall be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

**17. Increase of Insurance Rates.** If for any reason it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the leased premises, in an amount and in the form and in insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease shall terminate. If by reason of the use to which the premises are put by the Tenant or character of or the manner in which the Tenant's





business is carried on, the insurance rates for fire and other hazards shall be increased, the Tenant shall upon demand, pay to the Landlord, as rent, the amounts by which the premiums for such insurance are increased.

**18. Inspection and Repair.** The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

**19. Right to Exhibit.** ~~The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other, after~~ next preceding the expiration of the term hereof, to place notices on the front of said premises or any part thereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same to ~~remain thereon without hindrance or molestation.~~

**20. Removal of Tenant's Property.** Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

**21. Remedies Upon Tenant's Default.** If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the said premises. The Landlord may then re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

**22. Termination on Default.** If any of the contingencies set forth in the preceding clause occur, or should the Tenant be adjudicated as bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant, five (5) days' notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this Lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damage.

**23. Non-Liability of Landlord.** The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or this or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord.

**24. Non-Waiver by Landlord.** The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

**25. Non-Performance by Landlord.** This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

**26. Validity of Lease.** The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**27. Notices.** All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.



28. **Title and Quiet Enjoyment.** The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

29. **Entire Contract.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

30. **Tax Increase.** ~~If in any calendar year during the term and of any renewal or extension of the term hereof, the annual municipal taxes assessed against the land and improvements leased hereunder or of which the premises herein leased are a part, shall be greater than the municipal taxes assessed against the said lands and improvements for the calendar year~~ , which is hereby designated as the base year, then, in addition to the rent herein fixed, the Tenant agrees to pay a sum equal to ~~of the amount by which said tax exceeds the annual tax for the base year, inclusive of any increase during any such calendar year.~~ The said sum shall be considered as additional rent and shall be paid in as many equal installments as there are months remaining in the calendar year in which said taxes exceed the taxes for the base year, on the first day of each month in advance, during the remaining months of that year. If the term hereof shall commence after the first day of January or shall terminate prior to the last day of December in any year, then such additional rent resulting from a tax increase shall be proportionately adjusted for the ~~fraction of the calendar year involved.~~

31. **Mechanic's Liens.** If any mechanic's, construction or other liens shall be created or filed against the leased premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant shall upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure so to do, shall entitle the Landlord to resort to such remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

32. **Waiver of Subrogation Rights.** The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

33. **Security.** ~~The Tenant has this day deposited with the Landlord the sum of \$ as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Said sum shall be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such security, to make good any default by the Tenant, in which event the Tenant shall, on demand, promptly restore said security to its original amount. The Landlord shall assign or transfer said security, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to said premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be released by the Tenant from all liability to return such security. This provision shall be applicable to every change in title and does not permit the Landlord to retain the security after termination of the Landlord's ownership. The Tenant shall not mortgage, encumber or assign said security without the written consent of the Landlord.~~

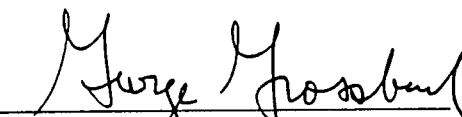
34. **Conformation with Laws and Regulations.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

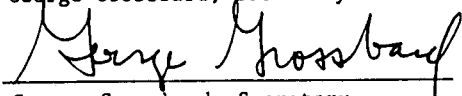
35. **Number and Gender.** In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

In Witness Whereof, the parties have set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

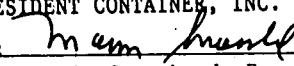
JILLDARVY REALTY CORPORATION

Witnessed or Attested by:

  
George Grossbard, Secretary

  
George Grossbard, Secretary

BY:  (Seal)  
Marvin Grossbard, Pres. Landlord

PRESIDENT CONTAINER, INC.  
BY:  (Seal)  
Marvin Grossbard, Pres. Tenant

\_\_\_\_\_  
(Seal)  
Tenant



*Exhibit B – EPA Envirofacts Multi-System, Internet Database*



## U.S. Environmental Protection Agency Water Discharge Permits (PCS)

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PCS

### Detailed Reports



Results are based on data extracted on OCT-17-2002

### Facility

<b><u>FACILITY NAME (1) :</u></b> PRESIDENT CONTAINER  <b><u>FACILITY NAME (2) :</u></b>  <b><u>STREET 1 :</u></b> 200 W COMMERCIAL AVE  <b><u>CITY :</u></b> MOONACHIE <b><u>COUNTY NAME :</u></b> BERGEN <b><u>STATE :</u></b> NJ <b><u>ZIP CODE :</u></b> 07074 <b><u>REGION :</u></b> 02 <b><u>LATITUDE :</u></b> +4050084 <b><u>LONGITUDE :</u></b> -07404017 <b><u>LAT/LON CODE OF ACCURACY :</u></b> 7 = NEAREST 30 MINUTES <b><u>LAT/LON METHOD :</u></b> 1 = ADDRESS MAPPING <b><u>LAT/LON SCALE :</u></b> N = NOT APPLICABLE <b><u>LAT/LON DATUM :</u></b> 2 = NAD83 <b><u>LAT/LON DESCRIPTION :</u></b> 02099 <b><u>USGS HYDRO BASIN CODE :</u></b> <b><u>FLOW :</u></b> <b><u>RECEIVING STREAM CLASS CODE :</u></b> <b><u>RECEIVING WATERS :</u></b> <b><u>PRETREATMENT CODE :</u></b> <b><u>SLUDGE INDICATOR :</u></b> <b><u>SLUDGE RELATED PERMIT NUM :</u></b>  <b><u>MAILING NAME :</u></b> PRESIDENT	<b><u>NPDES :</u></b> NJ0134881  <b><u>SIC CODE :</u></b> 2653 = CORRUGATED/SOLID FIBER BOXES  <b><u>MAJOR / MINOR :</u></b> <b><u>TYPE OF OWNERSHIP :</u></b> PRI = PRIVATE <b><u>INDUSTRY CLASS :</u></b> X <b><u>ACTIVITY STATUS :</u></b> A = Active <b><u>INACTIVE DATE :</u></b>  <b><u>TYPE OF PERMIT ISSUED :</u></b> S = STATE <b><u>PERMIT ISSUED DATE :</u></b> 07-JUL-1999 <b><u>PERMIT EXPIRED DATE :</u></b> 31-JAN-2002 <b><u>ORIGINAL PERMIT ISSUE DATE :</u></b> 07-JUL-1999  <b><u>STREAM SEGMENT :</u></b> <b><u>MILEAGE IND :</u></b> <b><u>FEDERAL_GRANT_IND :</u></b> <b><u>FINAL LIMITS IND :</u></b>  <b><u>SLUDGE CLASS FAC IND :</u></b> <b><u>ANNUAL DRY SLUDGE PROD :</u></b>
---	--

CONTAINER  
200 W  
MAILING STREET (1) : COMMERCIAL MAILING STREET (2) :  
AVE  
MAILING CITY : MOONACHIE MAILING STATE : NJ  
MAILING ZIP CODE : 07074  
SLUDGE  
COMMERCIAL  
HANDLER :  
SLUDGE HANDLER SLUDGE HANDLER  
STREET (1) : STREET (2) :  
SLUDGE HANDLER SLUDGE HANDLER  
CITY : STATE :  
SLUDGE HANDLER  
ZIP CODE :  
COGNIZANT JON VAN SKIVER COGNIZANT OFFICIAL 201-933-7500  
OFFICIAL : TEL :

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## Permit Tracking

FACILITY NAME (1) : PRESIDENT CONTAINER NPDES : NJ0134881  
FACILITY NAME (2) : PERMIT ISSUED BY : S = STATE  
PERMIT ISSUED DATE : 07-JUL-1999 ORIGINAL DATE OF ISSUE : 07-JUL-1999  
PERMIT EXPIRED DATE : 31-JAN-2002

### Permit Tracking Events:

EVENT CODE	EVENT DESCRIPTION	ACTUAL DATE
P5099	PERMIT EXPIRED	31-JAN-2002
P4099	PERMIT ISSUED	07-JUL-1999
P1099	APPLICATION RECEIVED	18-JUN-1999

## Inspections

FACILITY NAME (1) : PRESIDENT CONTAINER NPDES : NJ0134881  
FACILITY NAME (2) :

No Inspections Found.

---

## Outfalls/Pipe Schedules

FACILITY NAME (1) : PRESIDENT CONTAINER NPDES : NJ0134881  
FACILITY NAME (2) :

No PCS Pipe Schedule Information Found.

---

## Limits Report

FACILITY NAME (1) : PRESIDENT CONTAINER NPDES : NJ0134881

FACILITY NAME (2) :

No PCS Limits Information Found

---

## Measurements and Violations

FACILITY NAME (1): PRESIDENT CONTAINER NPDES : NJ0134881

FACILITY NAME (2):

No PCS Measurements and Violations Information Found.

---

## Compliance Schedules and Violations

FACILITY NAME (1) : PRESIDENT CONTAINER NPDES : NJ0134881

FACILITY NAME (2):

No Compliance Schedules Found.

---

## Evidentiary Hearings

FACILITY NAME (1) : PRESIDENT CONTAINER NPDES : NJ0134881

FACILITY NAME (2) :

No PCS Evidentiary Hearing Information Found.

---

## Pretreatment Inspections/Audits

FACILITY NAME (1) : PRESIDENT CONTAINER NPDES : NJ0134881

FACILITY NAME (2) :

No PCS Pretreatment Inspections Found.

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## Pretreatment Performance Summary

**FACILITY NAME (1) :** PRESIDENT CONTAINER **NPDES :** NJ0134881

**FACILITY NAME (2) :**

No PCS Pretreatment Performance Summary Information Found.

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Last updated on Wednesday, November 27th, 2002  
[http://oaspub.epa.gov/enviro/pcs\\_det\\_reports.pcs\\_tst](http://oaspub.epa.gov/enviro/pcs_det_reports.pcs_tst)



## U.S. Environmental Protection Agency Toxics Release Inventory (TRI)

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### Envirofacts Report



Query executed on NOV-27-2002  
Results are based on data extracted on NOV-07-2002

Click on "View Facility Information" to view EPA Facility information for the facility.

<u>Facility Name:</u>	PRESIDENT CONTAINER INC.	<u>Mailing Name:</u>	PRESIDENT CONTAINER INC.		
<u>Address:</u>	200 W.COMMERCIAL AVE. MOONACHIE NJ 07074	<u>Mailing Address:</u>	200 W.COMMERCIAL AVE. MOONACHIE NJ 07074		
<u>County:</u>	BERGEN	<u>Region:</u>	2		
<u>Facility Information:</u>	<a href="#">View Facility Information</a>	<u>TRI ID:</u>	07074PRSDN200WE	<u>DUNS Number:</u>	
<u>TRI Preferred Latitude:</u>	40.840833	<u>TRI Preferred Longitude:</u>	74.059167		
<u>Public Contact:</u>	CHARLES ANGERSTEIN	<u>Phone:</u>	2019337500		

#### SIC Codes for 1987

SIC CODE	SIC DESCRIPTION
2649	

*The above information comes from 1987, which is the latest reporting year on file for this facility. The earliest reporting year on file for this facility is 1987.*

[Map this facility](#)

Map this facility using one of Envirofact's mapping utilities.

Besides TRI, this facility also does the following:

- has permits to discharge to water

More information about these additional regulatory aspects of this facility can be found by pressing the other regulatory data button below.



## Other Regulatory Data

**Total Aggregate Releases of TRI Chemicals to the Environment:**

*For all releases estimated as a range, the mid-point of the range was used in these calculations. This table summarizes the releases reported by the facility. NR - signifies nothing reported by this facility for the corresponding medium.*

**Total Aggregate Releases of TRI Chemicals excluding Dioxin and Dioxin-like Compounds  
(Measured in Pounds)**

Media	1987
Air Emissions	0
Surface Water Discharges	0
Releases to Land	0
Underground Injection	0
Total On-Site Releases	0
Transfer Off-Site to Disposal	NR
Total Releases	0

## Graphic Summary of this Table

**Total Aggregate Releases of Dioxin and Dioxin-like Compounds  
(Measured in Grams)**

Media	1987
Air Emissions	NR
Surface Water Discharges	NR
Releases to Land	NR
Underground Injection	NR
Total On-Site Releases	NR
Transfer Off-Site to Disposal	NR
Total Releases	NR

## Graphic Summary of this Table

**TRI Chemicals Reported on Form A:**

*Please note that there were no chemicals reported on Form A for this facility*

**NOTE:**

*All chemicals reported below have release or transfer amounts greater than zero. To see a list of all chemicals reported by this facility click [here](#).*

**Names and Amounts of Chemicals Released to the Environment by Year.**

*Please note that there were no release amounts of Chemicals for this facility to the Environment for the years 1987 to 2000. Rows with all "0" or "NR" values were not listed.*

---

**Discharge of Chemicals into Streams or Bodies of Water:**

*Please note that either there were no releases of chemicals into streams or bodies of water reported by this facility or the facility did not file a TRI form R for the years 1987 to 2000. Rows with Release Amount equal to "0" were not listed.*

---

**Transfer of Chemicals to Off-Site Locations other than POTWs:**

*Please Note that there were no Transfer of Chemicals to Off-Site Locations other than POTWs. Rows with Total Transfer Amount equal to "0" were not listed.*

---

**Summary of Waste Management Activites****Summary of Waste Management Activites excluding Dioxin and Dioxin-like Compounds  
(Measured in Pounds)**

*This facility did not report any waste management activites for non Dioxin-like Compounds.*

**Summary of Waste Management Activites for Dioxin and Dioxin-like Compounds  
(Measured in Grams)**

*This facility did not report any waste management activites for Dioxin and Dioxin-like Compounds.*

---

**Chemicals Under Waste Management:**

*This facility did not report any chemicals as being treated, recycled, or used in energy recovery.*

---

**Transfer of Chemicals to Publicly Owned Treatment Works (POTW):**

*This facility did not transfer any chemicals to a Publicly Owned Treatment Works (POTW).*

---

**Non Production Releases:**

*This facility did not report any Non-Production releases.*

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## U.S. Environmental Protection Agency Facility Registry System (FRS)

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FRS

### Facility Detail Report

**Report  
an  
Error**

Facility Name:	PRESIDENT CONTAINER INCORPORATED
Location Address:	200 W.COMMERCIAL AVE.
Supplemental Address:	
City Name:	MOONACHIE
State	NJ
County Name:	BERGEN
ZIP/Postal Code:	07074
EPA Region:	02
Congressional District Number:	09
Legislative District Number:	
HUC Code:	02030103
Federal Facility:	NO
Tribal Land :	
Latitude:	40.835681
Longitude:	-74.06714
Method:	GPS CODE (PSEUDO RANGE) DIFFERENTIAL
Reference Point Description:	PLANT ENTRANCE (GENERAL)
Supplemental Environmental Interests:	

[Report Facility Discrepancy](#)
[Map this facility](#)

### Environmental Interests

Information System	Information System ID	Environmental Interest Type	Data Source	Last Updated Date
FRS	110002090549	FACILITY	FRS	
NCDB	C02#930025	COMPLIANCE ACTIVITY	NCDB	
PCS	NJ0134881	NPDES NON-MAJOR	NPDES PERMIT	06/18/1999
TRIS	07074PRSDN200WE	TRI REPORTER	TRI REPORTING FORM	07/31/1988

## Facility Mailing Addresses

Affiliation Type	Delivery Point	City Name	State	Postal Code	Information System
FACILITY MAILING ADDRESS	200 W.COMMERCIAL AVE.	MOONACHIE	NJ	07074	TRIS
OWNER	200 W COMMERCIAL AVE	MOONACHIE	NJ	07075	PCS
PRIMARY MAILING ADDRESS	200 W COMMERCIAL AVE	MOONACHIE	NJ	07074	PCS

## NAICS Codes

No NAICS Codes returned.

## SIC Codes

Data Source	SIC Code	Description	Primary	Report Discrepancy
TRIS	2649			<a href="#">Report</a>
PCS	2653	CORRUGATED AND SOLID FIBER BOXES		<a href="#">Report</a>

## Contacts

Affiliation Type	Full Name	Office Phone	Information System	Mailing Address	Report Discrepancy
COGNIZANT OFFICIAL	JON VAN SKIVER	2019337500	PCS		<a href="#">Report</a>
PUBLIC CONTACT	CHARLES ANGERSTEIN	2019337500	TRIS		<a href="#">Report</a>

## Organizations

Affiliation Type	Name	DUNS Number	Information System	Mailing Address	Report Discrepancy
OWNER	PRESIDENT CONTAINER		PCS	<a href="#">View</a>	<a href="#">Report</a>

## Alternative Names

Alternative Name
GEORGE GROSSBARD

Query executed on: NOV-27-2002



## U.S. Environmental Protection Agency Envirofacts Data Warehouse

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EF Search:

 **GO**[EPA Home](#) > [Envirofacts](#) > [Multisystem](#) > [Query Results](#)

Envirofacts

### Query Results

**name:** Beginning With: President Container

### LIST OF EPA-REGULATED FACILITIES IN ENVIROFACTS

To see a report on a facility click on the underlined Facility Name. Click on the underlined "View Facility Information" link to view EPA Facility information for the facility.

[Go To Bottom Of The Page](#)

<u>FACILITY NAME/ADDRESS</u>	<u>FACILITY INFORMATION</u>	<u>Permitted Discharges to Water?</u>	<u>Toxic Releases Reported?</u>	<u>Hazardous Waste Handler?</u>	<u>Active or Archived Superfund Report?</u>	<u>Air Releases Reported?</u>	<u>BRS Reporter?</u>
PRESIDENT CONTAINER INCORPORATED 200 W.COMMERCIAL AVE. MOONACHIE, NJ 07074	<a href="#">View Facility Information</a>	YES	YES	NO	NO	NO	NO

[Go To Top Of The Page](#)**Total Number of Facilities Displayed: 1**

---

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Last updated on Wednesday, November 27th, 2002  
[http://oaspub.epa.gov/enviro/fii\\_master.fii\\_retrieve](http://oaspub.epa.gov/enviro/fii_master.fii_retrieve)



## U.S. Environmental Protection Agency Envirofacts Data Warehouse

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EF Search:

**GO**[EPA Home](#) > [Envirofacts](#) > [Multisystem](#) > Report

Envirofacts

### MultiSystem Report

**Report  
an  
Error**

**PRESIDENT CONTAINER INCORPORATED  
200 W.COMMERCIAL AVE.  
MOONACHIE, NJ 07074**

[Map this facility](#)[EPA Facility Information](#)

*This query was executed on NOV-27-2002*

---

### Toxic Releases for Reporting Year 1987

**TRI FACILITY ID:** 07074PRSDN200WE

#### SIC Codes for 1987

SIC CODE	SIC CODE DESCRIPTION
2649	

The current TRIS database does not have chemical release data for reporting year 1987.

---

### Water Discharge Permit Information (PCS)

**NPDES:** NJ0134881


**SIC CODE:** 2653

**SIC DESCRIPTION:** CORRUGATED AND SOLID FIBER BOXES

The current PCS database does not have permitted discharge data for this facility.

Additional Information can be obtained from Water Discharge Permit Information [PCS](#) Query.

*Exhibit C – New Jersey DEP/DSHW Manifest Search (1996-2002)*

 njhome | my new jersey | people | business | government | departments


new jersey **dep**  
department of environmental protection


njdep home | about dep | index by topic | programs/units | dep online | dshw hor

## New Jersey DEP/DSHW Manifest Search (1996 - 2002)

Search for a  that  the following letters/numbers:  
  
for the Year:  Return first matches  then click here to:




 [njhome](#) | [my new jersey](#) | [people](#) | [business](#) | [government](#) | [departments](#)

 **new jersey njdep**  
department of environmental protection

[njdep home](#) | [about dep](#) | [index by topic](#) | [programs/units](#) | [dep online](#) | [dshw hor](#)

## New Jersey DEP/DSHW Manifest Search (1996 - 2002)

Search for a  that  the following letters/numbers:  
  
for the Year:  Return first matches  then click here to:

 njhome | my new jersey | people | business | government | departments


new jersey njdep  
department of environmental protection

njdep home | about dep | index by topic | programs/units | dep online | dshw hor

## New Jersey DEP/DSHW Manifest Search (1996 - 2002)

Search for a  that  the following letters/numbers:

for the Year:  Return first matches  then click here to:


 njhome | my new jersey | people | business | government | departments

new jersey **njdep**  
department of environmental protection

njdep home | about dep | index by topic | programs/units | dep online | dshw hor

## New Jersey DEP/DSHW Manifest Search (1996 - 2002)

Search for a  that  the following letters/numbers:  
  
for the Year:  Return first matches  then click here to:

 [njhome](#) | [my new jersey](#) | [people](#) | [business](#) | [government](#) | [departments](#)


**new jersey njdep**  
department of environmental protection


[njdep home](#) | [about dep](#) | [index by topic](#) | [programs/units](#) | [dep online](#) | [dshw home](#)

## New Jersey DEP/DSHW Manifest Search (1996 - 2002)

Search for a  that  the following letters/numbers:

for the Year:  Return first matches  then click here to:

 [njhome](#) | [my new jersey](#) | [people](#) | [business](#) | [government](#) | [departments](#)


 **new jersey njdep**  
department of environmental protection

[njdep home](#) | [about dep](#) | [index by topic](#) | [programs/units](#) | [dep online](#) | [dshw hor](#)

## New Jersey DEP/DSHW Manifest Search (1996 - 2002)

Search for a  that  the following letters/numbers:

for the Year:  Return first matches  then click here to:

 njhome | my new jersey | people | business | government | departments


new jersey **njdep**  
department of environmental protection

[njdep home](#) | [about dep](#) | [index by topic](#) | [programs/units](#) | [dep online](#) | [dshw hor](#)

## New Jersey DEP/DSHW Manifest Search (1996 - 2002)

Search for a  that  the following letters/numbers:  
  
for the Year:  Return first matches  then click here to:



 <b>115 JACOBUS AVE</b> <b>SOUTH KEARNY</b> <b>NJ 07032</b> <b>WASTE INC (201) 344-4004</b>	<b>CUSTOMER # 014498</b>	<b>JOB SITE PRESIDENT CONTAINER</b>
	<b>CUSTOMER SUPREME TANK CO.</b>	<b>200 W COMMERCIAL AVE</b>
	<b>CONTACT BETSY</b>	<b>MOONACHIE</b>
	<b>PHONE 201-678-6108</b>	<b>NJ 07074</b>

<b>DRIVER</b>	<b>EPA ID. # N/A</b>	<b>ZONE</b>
---------------	----------------------	-------------

<b>TRACTOR #</b>	<b>TRAILER #</b>	<b>IN / OUT</b>	<b>MANIFEST</b>	<b>DATE RECEIVED</b>
<b>AMERICAN TANK</b>			<b>1059151287</b>	

<input type="checkbox"/> PULL	<input type="checkbox"/> PICK-UP	<input type="checkbox"/> PULL/REPLACE	<input type="checkbox"/> PUMP TANK	<input type="checkbox"/> OTHER
<input type="checkbox"/> DELIVER	<input checked="" type="checkbox"/> IN WITH	<input type="checkbox"/> DELIVER/WAIT & PULL	<input type="checkbox"/> PUMP DRUMS	

<b>S&amp;W TO PROVIDE</b>	<b>YES</b>	<b>NO</b>	<b>#</b>	<b>S&amp;W TO PROVIDE</b>	<b>YES</b>	<b>NO</b>	<b>#</b>	<b>S&amp;W TO PROVIDE</b>	<b>YES</b>	<b>NO</b>	<b>#</b>
---------------------------	------------	-----------	----------	---------------------------	------------	-----------	----------	---------------------------	------------	-----------	----------

<b>MANIFEST</b>	<b>N</b>	<b>LINER</b>	<b>N</b>	<b>LIFT</b>	<b>N</b>
<b>HAZ LABEL</b>	<b>N</b>	<b>MT. DRUM</b>	<b>N</b>	<b>XTRA HOSE</b>	<b>N</b>
<b>DOT LABEL</b>	<b>N</b>	<b>OVERPACK</b>	<b>N</b>	<b>HELPER</b>	<b>N</b>

<b>DEPARTED S. &amp; W.</b>	<b>ARRIVED AT CUST.</b>	<b>DEPARTED CUST.</b>	<b>ARRIVED AT S. &amp; W.</b>
<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM
<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM

<b>TIME</b>	<b>NO. AND TYPES CONT.</b>	<b>WASTE DESCRIPTION</b>	<b>APP. #</b>	<b>PRC. #</b>	<b>NO. AND TYPES CONT.</b>	<b>WASTE DESCRIPTION</b>	<b>APP. #</b>	<b>PRC. #</b>
-------------	----------------------------	--------------------------	---------------	---------------	----------------------------	--------------------------	---------------	---------------

I	3.00	STARCH SLUDGE X910	025	10D	III			
II					IV			

**COMMENTS:**

AMERICAN TANK IN WITH 3 DMS

AMERICAN TANK TRANSPORTING FOR CUSTOMER

SCHEDULED DATE 06/17/9

THE UNDERSIGNED AGREES THAT THE ABOVE SERVICE INFORMATION IS CORRECT

CUSTOMER SIGNATURE *[Signature]* PRINTED NAME *[Name]* DATE *[Date]*

NO. OF CONTAINERS	CONT. TYPE	PROPER D.O.T. SHIPPING NAME	WASTE TYPE	DISPOSAL SITE(S)	T <sub>RA</sub>	MANIFEST # (S)	DISPOSAL SITE(S)	T <sub>RA</sub>	MANIFEST # (S)
A		NON RCRA HAZARDOUS, NON DOT HAZ X910							
COMPLETED ON:			BY:						
B									
COMPLETED ON:			BY:						
C									
COMPLETED ON:			BY:						
D									
COMPLETED ON:			BY:						

DATE COMPLETED: OPERATIONS DEPARTMENT SIGNOFF:





State of New Jersey  
Department of Environmental Protection  
Division of Hazardous Waste Management  
Manifest Section  
CN 028, Trenton, NJ 08625

Type or print in block letters. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039. Expires 9-30-94

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No.	Manifest Document No.	2. Page 1 of	Information in the shaded areas is not required by Federal law.
3. Generator's Name and Mailing Address 211 Sider 1, LORAINVILLE 220 WEST (MONTGOMERY) NEW ALBANY, OHIO		6. US EPA ID Number 1652986643013		A. State Manifest Document Number <b>NJA 1511287</b>	
4. Generator's Phone ( ) 933-7500		8. US EPA ID Number		B. State Generator's ID	
5. Transporter 1 Company Name PILCHER SUPPLY INC.		10. US EPA ID Number		C. State Trans ID	
7. Transporter 2 Company Name				D. Transporter's Phone ( )	
9. Designated Facility Name and Site Address STAN LASHIN 115 JACOBS AVE. SOUTH KENNY NJ 07012 1652991291102				E. State Trans ID	
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number) HM a. <i>Unregulated Material</i>		12. Containers No. Type		13. Total Quantity	
b.		0030m x 3000		14. Unit Wt/Vol	
c.				15. Waste No.	
d.					
J. Additional Descriptions for Materials Listed Above		K. Handling Codes for Wastes Listed Above			
15. Special Handling Instructions and Additional Information Decal # 11028 Approval 11A-025 State ID# 50069					
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.					
Printed/Typed Name J. J. De Gange		Signature		Month Day Year	
17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name		Signature		Month Day Year	
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name		Signature		Month Day Year	
19. Discrepancy Indication Space EC 11/25/75 Sec 281 Sec 90 NJ 07071 Sec 90 105 Jacobus Ave, 07032 Sec 10 EC 11/25/75 Sec 305 LAR 30-502 Storch, 102 Water St, Sec 105 07012 EC 11/25/75 Sec 308 RECEIVED PENDING MANIFEST REVIEW & QUALITY CONTROL					
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19. Printed/Typed Name Michael Szpytalsky		Signature		Month Day Year 06/17/94	

NJA 1511287

*Exhibit E – Non-Hazardous Solid Waste Manifest*

## NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

### BILL OF LADING

NOT REQUIRED

1

Generator's Name and Mailing Address

PRESIDENT CONTAINER

JOE RESTIFO (AT PLANT)

Generator's Phone (201) 573-1121

200 W. COMMERCE AVENUE

MOONACHIE

NJ 07074-0000

BOL 0 5 5 4 1 3

SAME

Transporter 1 Company Name

CLEAN VENTURE INC

NJ0000027193

State Trans. ID-NJDEPE s5811

Decal No. 83162

Transporter's Phone (908) 355-5800

Transporter 2 Company Name

State Trans. ID-NJDEPE

Decal No.

Transporter's Phone ( )

Designated Facility Name and Site Address

10.

US EPA ID Number

CYCLE CHEM INCORPORATED

217 SOUTH FIRST STREET

ELIZABETH

NJ 07206-0000 | N J D 0 0 2 2 0 0 4 6

Facility's Phone (908) 355-5800

US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)

Containers

No.

Type

Total

Quantity

Unit

Wt/Vol

Waste No.

a. CHEMICAL PROCESS LIQUID  
NON RCRA/NON DOT  
ID72

XXS

DM

XX2500

8

P

ID72

b.

c.

d.

J. Additional Descriptions for Materials Listed Above

L corn starch sludge 80-97%,

a. debris-sediment 3-20%

c.

b.

d.

CCI Generator # and Product Codes:

EMERGENCY PHONE

908-354-0210 CLEAN VENTURE INC

A) 361255-BF04 -00

KAH 1701N5

W/O 055413

GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.

PLACARDS  
REQUIRED

PLACARDS  
SUPPLIED

☐ YES ☐ NO- FURNISHED BY CARRIER

Printed/Typed Name

JOE VANSTIVER Director

Signature

[Signature]

Month Day

11 16 9

Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

GARDNER A ALVARO

Signature

[Signature]

Month Day

11 15 9

Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Month Day

GENERATOR

TRANSPORTER

FACILITY

Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.

Printed/Typed Name

Signature

Month Day

SIGNATURE AND INFORMATION MUST BE LEGIBLE ON ALL COPIES

*Exhibit F – NJDEP NOV Letter Dated October 4, 2001*



## State of New Jersey

Department of Environmental Protection

Christine Todd Whitman  
Governor

Robert C. Shinn, Jr.  
Commissioner

Water Compliance & Enforcement  
Northern Regional Office  
1259 Route 46 East, Bldg. #2  
Parsippany, NJ 07054-4191  
Telephone: (973) 299-7592 Fax: (973) 299-7719

**CERTIFIED MAIL/RRR**

### NOTICE OF VIOLATION

EA ID #: PEA010001 - 49802

Name of violator: PRESIDENT CONTAINER INC

Location: 200 W COMMERCIAL AVE, Moonachie Boro, NEW JERSEY  
07074-0000

Identifying #: 49802

Person interviewed and title: Jon Van Skiver, Dir. of HR, Walter Ramsfelder, Plant Engineer

You are hereby NOTIFIED that during a compliance evaluation at the above location on 08/27/2001, the following violation(s) of the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.) and the New Jersey Pollutant Discharge Elimination System regulations (N.J.A.C. 7:14A-1 et seq.) were observed. These violations shall be recorded as part of the permanent enforcement history of PRESIDENT CONTAINER INC at the above location.

Subject: 5G2

Requirement: Pursuant to N.J.A.C. 7:14A- 6.2(a)1, the Permittee shall comply with their existing NJPDES Permit[N.J.A.C. 7:14A- 6.2(a)1]

Description of Noncompliance: The facility had extensive area of exposed industrial source materials. Tires were observed by the front gate. Spills and staining was observed on top of the fuel tanks and along the back fence and elsewhere on the site. Blue staining was observed from the "empty" ink drums run across the back of the site. Speedy Dry was observed on the fuel tanks and by the boiler room. Oily rags were observed on fuel tanks and around the boiler room. Drums, pails, drip pans, and totes were observed around the site, by the back fence, around the fuel tanks and boiler room, by the western loading dock and elsewhere on the site. Paper scrap was observed throughout the site, and particularly heavy around the eastern and western loading docks and the cyclone separator. One of the dumpsters on site was uncovered. Concrete and asphalt and other debris were observed along the back fence. Staining observed on top of the outside separator for the industrial pretreatment

system that discharges to BCUA. Wall extends only 6" - 8" above steel plate.

Subject: WGSS

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A.3, within 18 months after the date of notification of general permit authorization, the permittee shall implement the SPPP prepared for the facility; and shall submit to the Department the "Stormwater Pollution Prevention Implementation and Inspection Certification" contained in Attachment D.

Description of Noncompliance: Failure to submit Attachment D as required by the permit. Attachment D was submitted 10/14/00, prior to the facility implementing a Plan. Attachment D was due 12 months after Attachment C was due (18 months after the date of the authorization.) The facility's Attachment D was due during January 2001, based on the date of authorization.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A.3, within six months after the date of notification of general permit authorization, the permittee shall prepare an SPPP for the authorized facility; and shall submit to the Department the "Stormwater Pollution Prevention Plan Preparation Certification" contained in Attachment C.

Description of Noncompliance: Failure to submit Attachment C as required by the permit. Attachment C submitted 11/9/1998. The facility has not prepared a plan. Attachment C submitted prior to the Date of Authorization. For existing dischargers, Attachment C is due 6 months after the date of the authorization. As an existing discharger, the facility's Attachment C was due during January 2000.

Subject: WQSG

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall include a schedule for providing regular and appropriate maintenance and repairs of all structural BMPs.

Description of Noncompliance: Failure to develop an SPPP that includes a schedule for providing regular and appropriate maintenance and repairs of all structural best management practices.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall include a map of the entire facility that depicts the approximate location of all the items listed below.

Description of Noncompliance: Failure to develop an SPPP which includes a map as required by the permit.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the facility must prepare and implement a Stormwater Pollution Prevention Plan (SPPP) as required within the time frames specified in the permit.

Description of Noncompliance: The facility failed to prepare a Stormwater Pollution Prevention Plan. All the elements of the SPPP as required by the permit marked "OC" in the inspection checklist of 8/27/01 are "out of compliance" because the facility had represented to the department with the submission of Attachments C and D, that a complete plan had been prepared and properly implemented.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall demonstrate that once it has been implemented, there will be no exposure, during and after storm events, of industrial materials, machinery, waste products or other source materials located at the facility, to stormwater that is discharged to surface waters and regulated under the permit.

Description of Noncompliance: Failure to develop an SPPP that demonstrates, once it has been implemented, that there will be no exposure, during and after storm events, of source materials to stormwater as required by the permit. By submission of Attachment D, the facility indicated that the SPPP was fully implemented.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall include a list of general categories of all "source materials" used, stored, or otherwise located at the facility.

Description of Noncompliance: Failure to develop an SPPP which includes a categorical list of all source materials located at the facility.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, if during or after the preparation of the SPPP, it is discovered that the facility generates and discharges, through storm sewers to surface waters, any unpermitted domestic sewage, non-contact cooling water, or process waste water (including leachate and cooling water) other than stormwater, the permittee shall discontinue such discharges or apply for the appropriate NJPDES-DSW permit in accordance with the NJPDES rules at N.J.A.C. 7:14A.

Description of Noncompliance: Failure to discharge solely stormwater as authorized by the permit. Sump pumps in the boiler room and the truck maintenance bay were discharging onto the parking lot. The sump from the maintenance area has lube oil rack on top of it, also activities in the bay could contribute pollutants. The sump from boiler room had slop sink, blow down from the softener and the de-aerator. Blowdown tank has overflow line that would discharge to parking lot. Discharges observed coming through the walls and out of a hose from the compressor room.

Bypass line observed from the pump from the industrial wastewater treatment system.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall include a schedule for full implementation of the BMPs identified in accordance with the permit. This schedule must provide for full implementation by the applicable deadlines specified in Part III of the permit.

Description of Noncompliance: Failure to develop an SPPP that includes a schedule for full implementation of best management practices by the applicable deadlines specified in the permit.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall include a list of any final or draft NJPDES permits, pending NJPDES permit applications, or pending requests for authorization under another general NJPDES permit.

Description of Noncompliance: Failure to develop an SPPP which includes a list of any final or draft NJPDES permits, pending NJPDES permit applications, or pending requests for authorization under another general NJPDES permit. SPPP not prepared. SPPP must include BCUA permit.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the permittee shall make the SPPP available upon request to an authorized representative of the Department and to the owner of and operating entity for any municipal separate storm sewer system through which the stormwater discharge associated with industrial activity is discharged.

Description of Noncompliance: Failure to make the SPPP available to an authorized representative of the Department. The facility failed to prepare a plan.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, facilities with SPCC Plans, DPCC Plans, and DCR Plans: the SPPP shall include, or cite the location(s) of, any Spill Prevention Control and Countermeasure Plan (SPCC Plan) prepared under 40 CFR 112 and section 311 of the Clean Water Act, 33 U.S.C. 1321; and any discharge prevention, containment and countermeasure plan (DPCC plan) and discharge cleanup and removal plan (DCR plan) prepared under N.J.A.C. 7:1E.

Description of Noncompliance: Failure to develop an SPPP that includes, or cites the location of, any SPCC, DPCC, and/or DCR plan as required by the permit. The permittee has storage of fuel for its boilers in two tanks, a 10,000 and 15,000 gallon. The facility also has a tanker truck for onsite fueling of tractors and other diesel vehicles. The facility has not



developed a Spill Prevention Control and Countermeasures plan as required by 40 CFR 112. Please contact Chris Jimenez of USEPA at 732-906-6847 to determine the requirements of the plan. The facility must comply with 40 CFR 112 of the federal regulations as required by 7:14A-2.3(a)

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, once the SPPP has been implemented in accordance with the permit, the permittee shall conduct an annual inspection of the facility to identify areas contributing to the stormwater discharge authorized by the permit and to evaluate whether the SPPP complies with the permit and is being properly implemented, or whether additional measures are needed to meet the conditions of the permit. A report summarizing each inspection shall be included in the SPPP as required under Attachment B, H.8. , of the permit.

Description of Noncompliance: Failure to conduct or properly document annual inspections of the facility. Since the facility had not prepared the plan, the inspection of 10/14/2000, could not be compared to the SPPP.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall include a schedule for regular inspection by facility personnel of designated areas, operations, and equipment. An annual inspection of the entire facility shall also be conducted in accordance with the permit to identify areas contributing to the stormwater discharge authorized by the permit and to evaluate whether the SPPP complies with the permit and is being properly implemented, or whether additional measures are needed in order to meet the conditions of the permit.

Description of Noncompliance: Failure to develop an SPPP that includes a schedule for regular inspection by facility personnel of designated areas, operations, and equipment, inclusive of an annual inspection of the entire facility, as required by the permit.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall include a report summarizing each annual inspection performed in accordance with the permit. The report shall indicate whether the facility was found to be in compliance with the SPPP and the conditions of the permit. In the case of non-compliance, the report shall identify measures taken to remedy any noncompliance discovered during the inspection. All instances of non-compliance with the permit or the SPPP not reported under N.J.A.C. 7:14A-6.10 shall be reported to the Department annually.

Description of Noncompliance: Failure to properly report annual inspection findings. Inspection date of 10/14/00 failed to document in detail the finding of that inspection.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall include a list of any domestic sewage, non-contact cooling water, or process waste water (including leachate and contact cooling water) other than stormwater, that is generated at the facility and discharged through separate storm sewers to surface waters.

Description of Noncompliance: Failure to develop an SPPP which includes a list of the facility's non-stormwater discharges to surface water. Sump pumps in the boiler room and the truck maintenance bay were discharging onto the parking lot. Blowdown tank has overflow line that would discharge to parking lot. Discharges observed coming through the walls and out of a hose from the compressor room. Bypass line observed from the pump from the industrial waste water treatment system. Note: Sprinkler system test blow down will be addressed by the department in a general permit or a permit by rule.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall include a narrative description concerning the management of all source materials at the facility which are handled, treated, stored, disposed, or which otherwise exist in a manner allowing contact with stormwater.

Description of Noncompliance: Failure to develop an SPPP which includes a complete narrative description concerning the management of all source materials at the facility as required by the permit.

Requirement: Pursuant to N.J.A.C. 7:14A-11 Appendix A, the SPPP shall identify and discuss the best management practices (BMPs) that will be implemented at the facility.

Description of Noncompliance: Failure to develop an SPPP which includes best management practices as required by the permit.

You must take the following corrective actions:

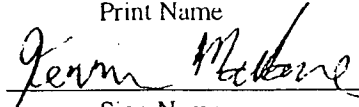
1. Comply with the requirement: within 90 days from the effective date of this document by eliminating the exposure of industrial source materials. [N.J.A.C. 7:14A-11 Appendix A]
2. Submit an SPPP Preparation Certificate: within 90 days from the effective date of this document to verify that a Stormwater Pollution Prevention Plan has been prepared. The SPPP prepared shall contain all elements as required by the permit. [N.J.A.C. 7:14A-11 Appendix A]
3. Submit an SPPP Implementation and Inspection Certification: within 90 days from the effective date of this document to verify that the SPPP has been fully implemented. [N.J.A.C. 7:14A-11 Appendix A]

4. Develop an SPPP which includes best management practices, a complete narrative description concerning the management of all source materials at the facility, a list of the facility's non-stormwater discharges to surface water, a schedule for providing regular and appropriate maintenance and repairs of all structural best management practices, includes a list of any final or draft NJPDES permits, pending NJPDES permit applications, or pending requests for authorization under another general NJPDES permit, a map as required by the permit. Comply with the requirement: within 90 days from the effective date of this document. [N.J.A.C. 7:14A-11 Appendix A]
5. Develop an SPPP that includes a schedule for regular inspection by facility personnel of designated areas, operations, and equipment, inclusive of an annual inspection of the entire facility, properly report annual inspection findings, as required by the permit. Comply with the requirement: within 90 days from the effective date of this document. [N.J.A.C. 7:14A-11 Appendix A]
6. Develop an SPPP that demonstrates, once it has been implemented, that there will be no exposure, during and after storm events, of source materials to stormwater as required by the permit. Develop a schedule for full implementation of best management practices. Comply with the requirement: within 90 days from the effective date of this document. [N.J.A.C. 7:14A-11 Appendix A]
7. Make the SPPP available to an authorized representative of the Department. Comply with the requirement: within 90 days from the effective date of this document. [N.J.A.C. 7:14A-11 Appendix A]
8. Discharge solely stormwater as authorized by the permit or other wastewater authorized by other permits. Comply with the requirement: within 90 days from the effective date of this document. [N.J.A.C. 7:14A-11 Appendix A]
9. Comply with the requirement: within 90 days from the effective date of this document by preparing a Spill Prevention Control and Countermeasures (SPCC) Plan (40CFR112). Once the facility has an SPCC plan, the SPPP must reference its location. [N.J.A.C. 7:10-2.3(a)]

**Within [30] calendar days of receipt of this Notice of Violation, you shall submit in writing to the individual issuing this notice, an explanation of the corrective measures you have taken or will take to achieve compliance.**

Issuance of this Notice of Violation serves as notice to you that the Department has determined that violations have occurred and does not preclude the State of New Jersey or any of its agencies from initiating administrative or judicial enforcement action, or from assessing penalties or from modifying this Notice of Violation, with respect to this

or other violations. Violations of the above regulations are subject to penalties of up to \$50,000 per day/offense.

Issued by: Kevin Marlowe, PE, CHMM Date: 10/4/01  
Print Name  
Signature:   
Sign Name

*Exhibit G – NJDEP NOV Letter Dated December 11, 2001*



### NOTICE OF VIOLATION

PROGRAM NJPDES-SW-STW DATE 12/11/2001  
PCWS # \_\_\_\_\_ TYPE P# 49802 TYPE \_\_\_\_\_  
SUPPLY \_\_\_\_\_ NJPDES # NJG0134881 DISCH. DSW-STW  
NAME OF FACILITY PRESIDENT CONTAINER, INC.  
LOCATION OF FACILITY 200 WEST COMMERCIAL AVENUE MOONACHIE  
FACILITY REPRESENTATIVE AND TITLE MARVIN BERGER, RMP PRESIDENT

You are hereby NOTIFIED that during an inspection of your facility on the above date, the following violations were noted and remedial actions are required:

DESCRIPTION OF VIOLATION / REMEDIAL ACTION: THE FACILITY FAILED TO RESPOND TO THE NOTICE OF VIOLATION ATTACHED TO THE OCTOBER 4, 2001 COMPLIANCE ASSISTANCE AND EVALUATION REPORT WITHIN THIRTY DAYS. IN ADDITION TO THE DISCHARGE IDENTIFIED WITHIN THE FOLLOWING DISCHARGES WERE OBSERVED:  
BOCA TREATMENT PIT WAS OVERFLOWING, WATER OBSERVED COMING TREATMENT PUMP ROOM SLOP SINK TIED INTO SUMP IN MAINTENANCE SHOP, "LEACHATE" FROM WET MATERIAL "SLUDGE" DRIPPING FROM TWO DUMPSTERS, OTHER STAINING OBSERVED PETROLEUM PRODUCTS OBSERVED AROUND MAINTENANCE BAY SUMP.

The above noted violations are in violation of the following N.J. Statutes/Regulations, and will be recorded as part of the permanent enforcement history of your facility:

- ☒ New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.) and appropriate Regulations.  
☐ New Jersey Safe Drinking Water Act (N.J.S.A. 58:12A-1 et seq.) and appropriate Regulations.  
☐ New Jersey Water Supply Management Act (N.J.S.A. 58:1A-1 et seq.) and appropriate Regulations.  
☐ New Jersey Water Supply & Wastewater Operators' Licensing Act (N.J.S.A. 58:11-64 et seq.).

Remedial action to correct these violations must be initiated immediately. Within five (5) calendar days of receipt of this Notice of Violation, you shall telephone the investigator issuing this notice at the above number with the corrective measures you have initiated to attain compliance. The issuance of this document serves as notice to you that the Department has determined that a violation has occurred and does not preclude the State of New Jersey or any of its agencies from initiation of further administrative or judicial enforcement action, or from assessing penalties, with respect to this or other violations. Violations of these regulations are subject to penalties of up to \$50,000 per day.

Further enforcement action, which will require a written response, may be issued on these violation(s) and any additional violations found during the inspection.

KEVIN MARLOWE  
Investigator, Department of Environmental Protection

Violation received by

[Signature]

[Signature]  
Signature

*Exhibit H – President Container correspondence to the NJDEP,  
Dated December 12, 2001*

December 12, 2001

New Jersey Department of Environmental Protection  
Northern Bureau of Water Compliance and Enforcement  
1259 Route 46, Building 2  
Parsippany, NJ 07054-4191  
Attn: Mr. Kevin Marlowe

Dear Mr. Marlowe,

The following is President Container's response to the Notice Of Violation dated December 11, 2001:

1. The facility failed to respond to the Notice Of Violation attached to the October, 2001 Compliance Assistance and Evaluation Report within thirty days.  
**Response:** The Company is recruiting an environmental consultant to assist us in responding to the October, 2001. I was not able to respond to the 30 day requirement due to my illness and therefore the Company requested a 60 day extension be granted, which you said you will review with superiors.
2. BCUA treatment pit was overflowing.  
**Response:** After further inspection, it was determined that the pit was not overflowing but the drainpipe was too short causing the effluent to drip on top of the covers. A longer piece of pipe will be installed that passes through the cover, thereby ensuring that the discharge goes directly into the tank.
3. Water observed coming from treatment pump room.  
**Response:** After further inspection, no water was observed coming from the pump room. The floor is being cleaned to identify any leaks or discharges.
4. Slop sink tied into the sump in the maintenance shop.  
**Response:** The sink is no longer in use until an acceptable method is found to route the drain into the facilities sanitary waste system.



5. "Leachete" from wet material "sludge" dripping from two dumpsters.  
**Response:** The Company will use a closed, watertight container for the disposal of the water treatment residue.

6. Other staining observed.  
**Response:** The staining around the dumpsters is being cleaned up.

7. Petroleum products observed around maintenance bay sump.  
**Response:** During your visit, the drainpipe was cut to prevent any material from going in the storm drain. The company also locked and removed power from the sump pump to prevent the pump from operating. The petroleum drums have been moved to another location and the area around the pit has been cleaned.

If have any questions or need additional information, please call me at X580.

Very truly yours,

Jon P. Van Skiver  
Director of Human Resources